# The Solicitors' Journal.

*LONDON, SEPTEMBER 19, 1863.*

The Metropolitan and Provincial Law Association's forthcoming meeting at Leicester is likely to be largely attended. Some of the provincial Law Societies have already appointed highly influential deputations to attend the meeting. Amongst these we may mention—for Birmingham, Mr. J. G. Johnson, Mr. J. W. Whateley, Mr. J. Rawlins, and Mr. Arthur Ryland; for Hull, Mr. W. H. Moss and Mr. G. C. Roberts; for the county of Kent, Mr. John Case. Mr. John Hope Shaw, of Leeds; Mr. J. O. Watson, of Liverpool; and Mr. G. Thorley, of Manchester, are also appointed to attend as representatives of the Northern Circuit division of the Association. The Chairman, Mr. W. Shaen, M.A., will preside, and will deliver an address touching upon the various matters which are specially interesting to members of the Association. The Secretary has also received notices of papers or addresses on the following subjects:—

Acknowledgments of Deeds by Married Women. By Mr. J. O. Watson, of Liverpool.

Alteration of the Circuits. By Mr. T. Avison, of Liverpool.

The Judges in France. By Mr. T. Dry, Lincoln's-inn-fields.

Modern Law Reforms. By Mr. J. Turner, Carey-street.

Legislative Results of the late Session. By Mr. Philip Rickman, the Secretary.

Mr. John Hope Shaw, of Leeds, is expected to address the meeting on the importance to solicitors of a Law University to be open to the whole profession, and not merely to students of the Bar. Before the meeting takes place, the series of articles on legal education in England, and in particular on the institutions which have been established here for the training of young lawyers, which are now appearing in our columns from week to week as a translation from a treatise by a distinguished German lawyer, will be nearly completed, and will be found very useful in such a discussion as is likely to be produced by the essay of Mr. Hope Shaw. As the meeting will not come off before the 29th of the present month, it is not unlikely that various other papers will be received by the secretary in the meantime, and we hope that the meeting will be both satisfactory to those who attend it, and useful to the profession generally. The names of those gentlemen whom we have mentioned as deputations from the provinces are amongst the most respectable and influential known to the profession, and their presence will afford no slight guarantee of the provincial credit of the Association. If the meeting does nothing more than discuss as it deserves the project of a Law *University*, so as to be prepared with well-considered suggestions for Parliament next session, when the project of the Inns of Court College will be before the Government, that of itself will be a highly useful service to the body of attorneys and solicitors. The topic is one which affords ample materials for debate. On the one side there is Mr. John Turner's proposal for establishing an Attorneys' College, by converting the existing Incorporated Law Society into a proper college capable of conferring degrees in law, and also the grade of "fellowship," after the fashion of the Colleges of Surgeons and Physicians. This scheme would further provide for a Court of Discipline, with power of censure and removal; but still there would be just as complete separation between the two branches of the profession as there is at present. On the other side it has been suggested that nothing less than a Law "University" will satisfy the wants of the profession and the public. The advocates of this scheme require to a certain extent a common education, not only for barristers and solicitors, but also for other classes of persons, such as those of our civil servants, consuls, and others, who need more or less knowledge of law. According to this plan, the University would be a kind of common centre and test of knowledge, leaving free action to the several Inns of Court and the Incorporated Law Society, whose connection with the University would be only by way of affiliation. This suggestion does not in theory conflict with Mr. Turner's proposal for an Attorneys' College; yet it is highly desirable that both these proposals should be considered together, and that the probable results of either should be ascertained as far as possible before any definite step is taken. The subject could not be in better hands than in those of Mr. Hope Shaw, and we have no doubt that any suggestions coming from him will be worthy of consideration, and will be so regarded by the profession. We hope, however, that the Association will not fail to lay down some plan of action at the approaching meeting for obtaining the abolition of the annual certificate duty. Unless it desires to relinquish all pretensions to practical utility, it can hardly afford to pass over this pressing and important question.

Two firms of solicitors of the highest position and respectability have been engaged during the week in a newspaper, or rather "Money Market" correspondence, which we think might as well have been omitted. Messrs. Crowder, Maynard, Son, & Lawford are, it appears, the solicitors of "The Imperial Royal Privileged Union Bank of Austria," which, according to the advertisement, is "established under a concession for ninety years from his Majesty the Emperor of Austria, and constituted according to Austrian law, with limited liability." The advertised prospectus states that the concession "is the privilege of conducting banking operations, and of establishing branches in all the towns and cities throughout the Austrian empire." Messrs. Bircham, Dalrymple, Drake, & Ward, as solicitors to the proposed Anglo-Austrian Bank, immediately published a note stating that they had received from the "Finance Minister of the Austrian Government" a telegram stating that the "Union Bank has no special privileges or arrangement with Government." Messrs. Crowder, Maynard, & Company reply by expressing their surprise at the letter of the solicitors of the rival project, and insisting upon the truth of the statement as to the concession which was contained in the prospectus. Thereupon Messrs. Bircham & Co. rejoin, confirming their statement by the copy of another telegram vouching the authenticity of the former, and concluding as follows:—"We shall certainly not advise our clients to make an announcement which can be officially contradicted." Now, without at all desiring to mix ourselves up in this controversy, we cannot help observing that, according to our views it hardly falls within the proper province of solicitors to carry on this kind of newspaper warfare on behalf of their clients, even though they are embryo companies. But even if it were otherwise—if solicitors were for all purposes the agents of the promoters of joint-stock companies—yet it hardly becomes so respectable and so eminent a firm as Messrs. Bircham & Co. to insinuate that their opponents were capable of advising their clients wrongly. Such a correspondence tends to injure the professional reputation of attorneys and solicitors generally, and to give the public a notion that they are wont to have a deeper interest in these speculative undertakings than would be excited by the circumstance of mere professional employment. Some other suggestions of more general interest also arise from this correspondence. Assuming the fact to be as Messrs. Bircham & Co. allege—namely, that the opposition company is guilty of a gross and material misrepresentation—there is no doubt that persons who were thereby induced to become shareholders would, if

the company were an English one, be entitled to recover back any money paid by them for deposit or calls, and that the directors, and probably also all its other principal officers (including its solicitors) would be held liable for the loss occasioned by such false representation—the representation in question being one of fact and not of opinion, and going, moreover, to the very foundation of the whole scheme. The company, however, is, as we have seen, to be constituted according to Austrian and not to English law. Now, although the jurisdiction of the courts of one country over companies domiciled in another depends upon whether those companies are, through their property or their agents, amenable to the process of the courts in which the companies are sued, it by no means follows that our tribunals, in dealing with questions affecting the interests of shareholders in this bank, may not find themselves prevented practically from applying this honest rule of English law. The truth is, that the branch of companies' law relating to foreign companies is of very recent growth, and is still very ill-defined. It is only within the past few years that it has come to be a common practice for persons living in this country to take shares in companies constituted and governed according to foreign law, although having agents and even directors in this country, and the law relating to this subject is therefore yet very unsettled. As between Great Britain and France, some of these difficulties have been solved by the special convention of last year. There is no such convention with the Emperor of Austria, but even if there were, it is obvious that there must always of necessity be great risk in entrusting one's money to a company which has its principal domicil and the great bulk of its property beyond the control of our courts, and is moreever expressly subject to the operation of foreign law. In the case of *Bill* v. *The Sierra Nevada Lake Water and Mining Company*, 1 De G. F. & J. 177, where the company was incorporated by an Act of the Californian Legislature for purposes connected with land in that country, but nearly all the shareholders were resident in England, the question arose whether the English Court of Chancery could interfere with an application to the Californian Legislature for sanctioning an increase of preference shares, and for this purpose varying the terms of its original constitution. In that case the Lords Justices, overruling the decision of Vice-Chancellor Stuart, decided that the Court had no more jurisdiction to restrain an application to the Legislature of a foreign country than to our own Parliament; and in all probability, in the case of a company constituted according to Austrian law, the English shareholders would be equally powerless to prevent organic changes in the constitution of the company, such as might be readily restrained if it were governed by English law. We merely throw out these suggestions for consideration. No doubt, in the course of a few years we shall have abundance of settled law upon the subject; but meanwhile it is as well that solicitors should have their eyes open to the peculiar embarrassments and dangers involved in dealings with the shares of these public companies.

COMPANIES' BONDHOLDERS HAVE BEEN of late an unfortunate class. The Hartlepool case seems not unlikely to bring other cases of unfortunate bondholders before the public. The *Daily News* of Thursday puts the case of the Thames Navigation Bondholders as one of real hardship, arising from the inadvertence of a bill before Parliament not providing for their claims. The facts appear to be shortly as follow:—Under the provisions of a law passed in 1774, and of others passed in later years, the Corporation of the City of London, as conservators of the River Thames, borrowed, first £15,000, at five per cent. interest; and secondly, £141,100, at three and a half per cent. interest, on the security of the tolls and duties authorised to be raised by Acts of Parliament for the purpose, for which the Corporation of London gave bonds bearing the corporate seal. The bondholders therefore believed that they had a twofold security for the due and regular payment of their interest—viz., the charge upon all the tolls, duties, and profits arising from the Thames, and the engagement on the part of the Corporation of London by bond under the corporate seal. For more than half a century the bonds so given by the City were good marketable securities, and passed from hand to hand by mere indorsement at par. In 1857, however, a litigation ensued between the Corporation of London and the Attorney-General, on behalf of her Majesty, with the view of determining their respective rights to the soil of the river. This led to the passing of the Thames Conservancy Bill in 1857, by which her Majesty sold her rights to the City, upon consideration that the power for controlling the river navigation be centered in a Board of Conservators, having power to levy and collect tolls and borrow money. By some oversight it appears that the claims of the original Thames Navigation bondholders were ignored and left totally unprovided for. Under the advice of counsel, two of their body, holding bonds representing £10,000, for which £10,000 cash had been paid to the Corporation of London, brought an action against the mayor, commonalty, and citizens, upon the bonds. The case was heard before the Court of Common Pleas, when the judges were divided in opinion; the Lord Chief Justice, Mr. Justice Williams, and Mr. Justice Keating being of opinion that in consequence of the estates, tolls, fines, &c., having been transferred to the conservators by the Act of 1857, the Corporation were not liable to perform their obligations, although no express discharge is given by the Act; but Mr. Justice Willes was of opinion that the City remained liable. From this decision the bondholders appealed to the Court of Exchequer, where they were equally unsuccessful; and now they appeal through the press to the great British public, in the hope that the Legislature may be induced to pass an Act enabling the bondholders to receive what is due to them out of the funds which have been vested in the conservators by the mistake of Parliament itself. Although the discussion of this case will probably be confined mainly to an exposition of the faults attending our present system of private bill legislation, and may do good service in this direction, yet in truth it is also useful as an illustration of the evils arising from the present want of supervision over corporations and companies in the exercise of their borrowing powers. The amount of English capital now invested in this manner is prodigious, and the inherent uncertainty attending many of these investments is so great as to have become a question of really national importance. Elsewhere in our columns of to-day will be found a list of these bond or debenture loans (confined to certain railway companies) which will surprise our readers. Many of these debenture-holders have probably never heard of the Hartlepool case or of the case of the Thames Navigation bond-holders, and the great majority of them think, no doubt, that their interests have been carefully protected by the Legislature, and that the mere fact of the debentures being issued by great public companies is of itself sufficient assurance of the authority to do so, and of the validity of the debentures. There is, however, but very slight security for such cases in the standing orders and proceedings of either House of Parliament, and there is still less in the internal constitution and proceedings of the companies themselves. We have already discussed (*ante*, p. 795) the various remedies which have been suggested. The Thames Navigation bondholders' case shows that a proper audit and strict supervision of the finance department, and in particular of the money, raised in pursuance of Parliamentary borrowing powers, is desirable for the protection not only of shareholders and bondholders, but also of Parliament

itself. It is certainly a grievous hardship that innocent persons should be exposed to heavy pecuniary loss and to protracted vexation as the result of a faulty system of legislation.

THE UNION ASSESSMENT ACT, 1862, still gives rise to complaint in agricultural districts. The main grievance arises from the adoption in different districts of different methods for arriving at the "gross estimated value." Mr. James Stockdale, of Carke, in a letter to the *Times*, observes:—

It is certainly to be regretted that the law officers of the Crown or the Poor-law Board, as advised by them, did not at first anticipate the difficulties which have been met with in carrying out the provisions of the Union Assessment Act, and so have pointed out the best way of avoiding them, instead of leaving the 650 assessment committees to grope in the dark, as it were, and to construe the Act just as they chose—some in one way and some in another; some taking rent as the sole criterion of the "gross annual value;" some rent and the property tax returns conjoined; some going by the old valuations revised; some by a house to house and field to field valuation made by committees of ratepayers; some by valuations made by assistant overseers, and some by valuations made by a regularly appointed valuer—to say nothing of the singularly diverse and often quite ridiculous scales of deduction from the gross estimated rental for repairs and insurance—in every county nearly a different scale adopted by assessment committees; and all this because of their thorough ignorance of any better way of carrying out the provisions of the Act.

THE SOCIAL SCIENCE CONGRESS at Edinburgh is to be distinguished this year by a novel feature. There is to be a reunion of the Bars of the three kingdoms, under the presidency of Lord Brougham.

MR. CHARLES H. TODD, LL.D., the judge of the Consistory Court of Derry, has recently decided that in a church which originally was a parochial as well as cathedral church, the allocation of pews is governed by the law applicable to parish churches, and consequently that in such a church seats cannot be allocated to persons who are not parishioners. It is a curious fact that there is an entire absence of authority as to the allocation of seats in a cathedral church which is not also parochial. We propose in a week or two to give a complete outline of the present state of the law on the subject of pews and sittings in parish, district, proprietary, and other churches.

Mr. DANIEL, Q.C., of the Chancery Bar, is mentioned as a probable candidate for the representation of Tamworth, vacant by the decease of the Marquis of Townshend.

## THE LAW OF ENTAILS.

While an effort is being made for the consolidation of our statute law, it may be expedient to point out certain defects in our present legal system which no scheme of consolidation or codification seems directly competent to meet, and the remedying of which, consequently, no such colossal reforms should impede. These difficulties mainly consist of the checks to alienation which still linger about our real property code. Useful in the childhood of political society, they no longer discharge the function of legal swathing clothes, but are ligatures checking the circulation of what should be as readily transferable as any description of personal property. There is not, perhaps, any dark spot on the whole surface of our real property system to be compared in magnitude with the statute *de Donis*. It is the keystone of our law of settlement and remainders, and effectually impedes all reform in conveyancing that does not provide for the numerous difficulties to which it gives rise. That statute, as our readers are aware, for full two hundred years completely tied up most of the estates in the kingdom. An escape from its pressure was effected not by the Legislature, but by the judge-made rule in *Taltarum's case*, which first established the doctrine of recoveries, the various questions resulting from which and from fines resembled in point of difficulty the most abstruse problems of the differential calculus. The Act for the Abolition of Fines and Recoveries, 3 & 4 Will. 4, c. 74, for which we are so much indebted to Mr. Brodie, constituted the Reform Act of the last reign, which was certainly not unprolific of beneficial measures. But the question appears not inapt, whether there is really any necessity for the existence of estates tail; and whether the difficulties of construction to which they give rise, especially in cases where the entail is alleged to be created by will, are not so great as imperatively to demand that this ancient fulcrum of our real property system be removed. Numerous cases might be cited as examples of the difficulty we are considering. These cases may be conveniently arranged under the heads of testamentary capacity, alienation, and charges on real estate.

It is often exceedingly hard to determine whether a party takes an estate in tail or in fee. This difficulty, indeed, is one which cannot be removed by the abolition of estates tail, because, so long as the present latitude is allowed to testators, they may express their intentions so obscurely as to render it difficult to discover whether they intend a devisee to take a limited estate only or in fee. But the importance of the present distinction between estates tail and in fee may be readily obviated. Although it is at present of the utmost importance for an owner to ascertain whether he is or is not affected by the statute *de Donis*, yet the question is often determined by a reference to the most minute distinctions of phraseology. Thus, an estate tail is created in A. by direct devise to A. and his heirs male (*Trash* v. *Wood*, 4 My. & Cr. 324), or to A. and his right heirs male (*Lord Ossulston's case*, 3 Salk. 336); but a devise to A. and his lawful heirs will give A. the fee (*Mathews* v. *Gardiner*, 17 Beav. 254). An entail is created in A. by a devise to A. and his heirs, and if he die without heirs of his body, remainder over; or to A. and his heirs, and if he die without heirs, to a person in the line of descent; or to A. for life, remainder to the heirs of his body, and the heirs of their bodies (*Burnet* v. *Coby*, ci. 2 Jar. Wills, 334); or to A. and his issue living at his death (*University of Oxford* v. *Clifton*, 1 Ed. 473). And yet an estate tail is not created in A. by a devise to A., and the next heir of his body and his heirs; or to A. and his heirs, and if he die without heirs of his body under twenty-one, remainder over (*Pells* v. *Brown*, Cro. Jac. 590); or to A. and his heirs; and if he die without heirs, to a stranger (*Grumble* v. *Jones*, 2 Eq. Cas. Abr. 300, pl. 15), in which the devise over was held to be void for remoteness. In all such cases where it might be doubted whether the devisee took in tail or in fee, if the change in the law which we recommend were made, it would seldom be necessary either for the devisees or incumbrancers of the supposed tenant in tail to prove that he a was tenant in fee.

A tenant in tail has no testamentary capacity. He may alien or encumber his estate by any instrument *inter vivos*, provided that it is enrolled within six months after its execution, 3 & 4 Will. 4, c. 74, s. 41; and it has been held that the enrolment may be properly made after the grantor's death. What possible good can result from prohibiting a tenant in tail from making a will of his land, it is hard to perceive, since he can bar his issue by any conveyance. This is the first great defect in the existing law of entails.

Conveyances by a tenant in tail, not by way of fine or recovery, could be avoided by the issue, but not all in the same manner. If the tenant in tail conveyed any interest by a tortious conveyance, the issue was put to his action; if the conveyance was innocent, but affected the freehold, the issue should make an entry upon the land; but if the conveyance were only for a term, a mere parol claim to the contrary by the issue avoided it. No conveyance at present, indeed, has a tortious operation. But the old law is still important in respect of abstracts of title; and even at the present day the whole of the old

law, relating to entries and claims, is in full force. Besides these puzzles affecting the issue, the incumbrancers of a tenant in tail have a number of peculiar difficulties to provide for. Waiving the consideration of mortgages duly enrolled, most other conveyances are at the mercy of the issue, who may confirm or avoid them at his discretion; while a grant of rent-charge, of common, and of everything that, in feudal language, is against common right, is absolutely void on the death of the grantor, and cannot be set up by the issue in its pristine priority, but can only be regranted by the issue with a priority over other incumbrances merely from the date of the regrant. The judgment creditor of a tenant in tail will find it hard to obtain a clear view of his rights over the entailed land, unless his judgment has been obtained between the years 1839 and 1860. If it falls within the period specified, his judgment is virtually a disentailing assurance *pro tanto*, and is perfectly secure from any inroad on the part of the issue. If it be prior to 1839, the judgment became void if the conuzor died prior to that date without having done any other act to affect the rights of the issue in tail. But if he barred the issue and remainderman, or the issue only, then the judgment will bind the issue and remainderman, or the issue only, as the case may be. If the conuzor did not bar either issue or remainderman, but executed an innocent conveyance for a freehold interest of any quantity, either in fee, tail, or for life, the judgment will bind the land so long as the interest conveyed by such innocent assurance shall not have been avoided by the issue by some positive act. In reference to this question, the law regarding entry or claim is even at the present day in full operation. If the conuzor neither suffered a recovery, levied a fine, nor created a base fee, or any freehold interest in the land entailed, but merely made a lease thereof, which is not yet avoided by the issue, the question whether the judgment will be a charge on the land will depend upon the fact whether the lease reserves rent or not. In the former case, the issue may confirm the lease, and avoid the judgment, or rather it is void *in se*; in the latter, the judgment takes priority of the term, and binds the land entailed so long as the term subsists.—*Vide* note by Treby, C.J., in 1 Dyer Rep. 51a.

There is no rule of law that gives rise to more refined discussion, or may have so unjust an operation, as the doctrine of remitter; yet it is so highly favoured in law (Litt. 660), that, contrary to the general rule, it may sometimes invalidate the grants of the party remitted. Remitter takes place, as our readers are aware, when a person in possession of land has two titles to it; he is then conclusively deemed, by the judgment of the law, to be in by his first title. The estate, consequently, created by the later title, and all charges affecting it, have ceased to exist. The question of remitter is often to be determined by reference to a question of fact, which in all such cases must be very difficult of being ascertained—viz., whether the estate from which the issue in tail is remitted was such as could be avoided by a claim; and if so, whether such claim was ever made by any person through whom he derives title to the entail? This claim may be by parol, for it certainly is not comprised under any of the headings in the Statute of Frauds. If the repeal of the statute *de Donis* would effect no other good than render the transcendental doctrines of remitter obsolete, it would render no slight service to the owners and incumbrancers of real estate, which we need hardly observe is often the subject of an unbarred entail.

The changes which we venture to suggest in our law of settlement are briefly these: to repeal the statute *de Donis*, and constitute estates tail, not fees conditional as they were at common law, but base fees such as they became formerly, when a fine was levied by the tenant in tail, or as they are become at present, when he executes a disentailing deed without the consent of the protector. Such base fees should be likewise endued by law with the power of supporting a remainder—of being, in short, possessed of all the beneficial incidents of estates tail, without requiring any peculiar forms of transfer or incumbrance, and without being incapable of being devised. The useful results of such a change are almost too numerous to mention. It would obviate in almost all cases the necessity for a resort to the refined distinctions discussed in the cases we have cited. Even within the last few weeks, a case (*Hennessy* v. *Bray*, 11 W. R. 1053) was decided by the Master of the Rolls, in which the word "heirs" was read "heirs of the body," whereby the father of the issue in tail was disinherited, and his creditors disappointed. We own we do not care to see estates ascend. We merely refer to the case as perhaps the latest in which the importance of the distinction between an estate tail and an estate in fee is strikingly exhibited. The legal distinction between a claim and an entry, a grant against common right, and a grant according to common right, ought not any longer to have place in our jurisprudence; while the astounding fact that no small portion of the realty in the country is incapable of being devised appears to be generally considered as a necessary incident of the law of settlement. A tenant in tail can, the day after he comes of age, disentail the land, at least as regards his own issue, and then make a valid will. He could not, if the change we propose were adopted, make a will sooner. Where, then, is the necessity for taxing him with the expense of executing a disentailing deed, which is a mere matter of form? We think that we have shown conclusively that the law of estates tail is excessively inconvenient both to the owners and incumbrancers of realty, and has not a single feature to recommend its perpetuation. The change we have advocated is simple, and might be effected by a statute not exceeding ten lines in length. With a view to render the various parts of our real property code as homogeneous as possible, we think that terms of years might conveniently be constituted freehold, so as to devolve in the same course, and be capable of being settled just as if they were freehold interests. This would be, doubtless, an improvement on the existing law of terms. But as leases for years present no inherent obstacles to their being conveyed either by an instrument *inter vivos* or by will, this supplementary measure is not so urgent as the intricate law of entails. Both the changes, however, which we have discussed recommend themselves to our adoption upon every ground, as well of juristical principle as of expediency.

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## LEGAL COLLEGES IN ENGLAND.*

### Present Constitution of the Inns of Court.

(*Continued from p.* 831.)

Besides the requisite of majority—that is, of the age of one-and-twenty—two conditions have been latterly introduced of an alternative nature. The choice is left to the intended barrister whether he will attend the lectures of two professors for a year, or submit himself to a public examination. With a view to these, juridical lectures and examinations have been established by the institutions, which will be treated of more at length in the next section. Here it suffices us to remark, that in England the demand for a juridical education is limited to this, according to our showing, incomprehensibly small measure. Even now, however, a theoretical instruction of a young man in his science is generally looked upon as a circumstance of subordinate importance. Far greater stress is laid upon the personal respectability of the individual, and upon his entrance with body and soul into the interest and the well-being of the profession. To ensure the latter, social intercourse with the community must be resorted to. To this end, even now, there is a condition which, though at the first glance hardly comprehensible, is not the less indispensable; no one can gain admission from the community of students, into the legal profession, who has not during a space of three years, at certain times, according to immemorial regulation, attended the common meals. In this manner, and only so, is in England an academical

* Translated from Die Genossenschaften der Anwälte in England Vom Herrn Dr. Julius Hopf, zu Gotha.

triennium, also regularly completed. This much is ensured if nothing more—that the student must take sufficient time for his education. For centuries this singular requisite was indeed the only one. An honest foreigner, who knew nothing but from three to four hours daily of college, and strict examinations, which were, moreover, surrounded with a nimbus of secrecy, might rack his brain to think how in such a course anyone could become a jurist. And it would, in fact, be a masterpiece of magic, if the result were a complete mastery over legal science in its length and breadth; but this, as has been said, is not the goal which is chiefly held in view. The legal importance which, however, is attached to living in common in the course of an English jurist, justifies a short discussion of this custom, which will best find its place here.

In old times the members of the Inns of Court, and especially the students, were accustomed to live together in their college. They were a little people in themselves. Shut out from the other world, they lived, like the monks, according to the rules which had descended to them, and which gave the minutest prescriptions for things such as the custom of the table, and the mode of keeping terms as well as for the form of the beard. All ate together in their halls, and had their festivals, such as dramatic representations and masquerades. Such domestic fellowship lay in the spirit of the middle ages. With the progress of time, the student, like the advocate, has now become more of a common man, and independent in his domestic life. As a remnant of the old life in common, dining together still remains. It is a belief of the English generally, that persons whose calling brings them together, learn to tolerate and appreciate each other first and best through the bottle, or, indeed, to speak more correctly, through many bottles. And, in fact, what can bind comrades in calling better to each other and to the common spirit of a profession than the friendly relations of the individuals in social intercourse? This element is not without reason ranked so highly.

The individual institutions possess spacious dining-halls and kitchens. The year is divided into three sections for these festivals: from Michaelmas to Christmas, from New Year to Easter, and from then to the end of the month of July.* In each of these divisions a number of dinners is held. The expression for this pleasant portion of student life is still "keeping term." The hereditary meal time on the days in question is five o'clock. At this hour the hall is opened, and begins to be quickly filled with a hungry crowd of black gowns. Besides the students, benchers and barristers take part on payment. Judges and other distinguished persons appear as guests. All come in the solemn apparel of office—the black robe; students wear it; and judges and advocates the dignified powder-wigs.† At half-past five the doors are closed. The matter is taken very seriously: each one must have actually gone through the whole spread from beginning to end. To this end no one shall be admitted after the grace at commencement, and no one shall be let out before the concluding grace. The students sit at a side table in groups of four, to each of which a bottle of port wine is presented. The order in which the dishes shall be handed round, the rules of drinking together, and all similar matters, are regulated by sacred inheritance; and this is preserved and followed with a seriousness and a heartiness which would appear ludicrous if they were not so genuine. Each one of the Inns has also peculiar customs for the meals. For instance, in Gray's-inn, before the beginning of dinner, a so-called grace-cup is handed round, and other similar usages. Not much, however, is spoken either of Ulpian or of Blackstone, nor of legal matters in general. But the society is therefore none the less cheerful and lively. None of the students, of course, are absent without an assignable ground of excuse. Whoever had missed a term could not be an advocate without repairing the omission with loss of time. But the others also, whose presence is more or less voluntary, are in the habit of attending regularly. In this manner the young man does not, indeed, learn what law is, and how to treat it, but he is agreeably drawn into acquaintance and intercourse with his seniors. He becomes interested in the community, and early, and from a good point of view, familiar with the spirit of the profession.

When the said conditions, attendance on lectures, or submission to an examination, and regular participation in the meals, have been duly fulfilled, the student is ready. The student can, without further delay, request permission to practise as a lawyer, which is given in the form of conferring a degree. This is the degree of barrister-at-law, in mediæval Latin called *apprenticius ad legem*, the lowest of the common English law, which possesses its special learned men as well as its own dignities. The barrister means a member of the bar, or practising legal professor, in contradistinction to the more extended community of the Inns. The title answers to the *baccalaureus* of the civil law, but is reckoned more honourable. The preliminaries and formalities for this call to the profession are the following. Three times a year, at the beginning of the above-mentioned divisions of time, a solemn ceremony is held by each one of the four Inns on its own account, for the purpose of conferring the desired degrees. The candidate has previously to apply to the committee of his institution, and to bring proofs of the fulfilment of the requisite conditions. His name must have been made known to the other Inns, and have been for at least a fortnight published in the halls. A sum of from £40 to £50 sterling is levied by the society to which the intended applicant belongs, and the State receives a tax of £50 upon the diploma, in the form of stamp duty. If no obstacle succeeds, the ceremony follows as a matter of course, on the appointed day. The candidate is elevated by the assembled society to the rank of a barrister. He puts on the new robe of office, and takes the oaths of allegiance and supremacy, or another formula in the place of the latter if he does not belong to the Church of England. If, on the contrary, report is made from any quarter against the calling of a certain member, an inquiry must at once take place. The first examining authority is the assembled Council of the Benchers, in its capacity of committee of the community. Both parties, the candidate and the accuser, are heard by it. If they find the ground of opposition justified, they have to refuse the admission to the rank of a barrister. The person thus excluded can, however, appeal to the fifteen judges, who, after hearing the matter, decide on the claim. The refusals are, indeed, of very unfrequent occurrence; but there have been a few cases whose singularity is recorded with great precision in the books. The ground of a denial can only be either a *specialité* incompatible with the calling of an advocate, which must be previously given up; or there must be some reproach directed against the candidate which affects his personal character. In this, however, judges and benchers act with similar honourable conscientiousness.

(*To be continued.*)

* Now and then, but very rarely, our author is inexact, as in the present instance. Our readers need hardly be told that there are four, not three, terms in the year.—Transl.

† In this respect, as also in the hour of dining, there is some diversity in the several Inns.

## EQUITY.

### Trade Names and Marks.

*Braham* v. *Bustard*, V. C. W., 11 W. R. 1001.

Perhaps there is no branch of the equitable jurisdiction of the Court of Chancery in which the spirit of the time has been more closely followed than that which deals, by way of restraint, with the use of trade names and marks. From the time (*Blanchard* v. *Hill*, 2 Atk. 484, 1742) when Lord Hardwicke expressed his judicial opinion against the interference of the Court in such cases, down to the present time, the equity judges have kept pace with the demands of commerce, and have granted injunctions to restrain the use of well-established trade names and marks. Although not yet dignified by the name of "property," and as yet denied some of its elements, the possession of a trade name or mark has been often held to vest in the possessor such "*quasi* property" in it, that he may invoke the aid of the Court to protect its use. Before long, doubtless, this last distinction will be swept away, and trade marks proper will acquire all the incidents of property. Several very recent cases, in different branches of the court, reported in our columns (*Edelsten* v. *Edelsten*, 11 W. R. 329 [L. C.]; *Hall* v. *Barrows*, *ib.* 525 [M. R.]; *Batty* v. *Hill*, *ib.* 745 [V. C. W.]; *Leather Cloth Company* v. *Hirschfeld*, *ib.* 931 [V. C. W.]), clearly show the rapid progress of judicial decision towards this point.

In the case at the head of this notice (*Braham* v. *Bustard*), Vice-Chancellor Wood has gone to the full extent of previous authorities; and if, as it may be thought, he has exceeded them, this excess has been, in our opinion, in perfect accordance with their spirit. The plaintiffs,

who were soap manufacturers, had introduced into the trade a comparatively new article, called "White Soft Soap," and in order to distinguish it in the trade, they called it "The Excelsior White Soft Soap." It was proved that the article had become known by this name, and that, in consequence of the demand raised for it in the trade, other manufacturers had begun to make white soft soap. Amongst these were the defendants, who, having been informed by one of the plaintiffs' agents of the value of the article, and of its success under the name "Excelsior," had begun to make a similar article, and to sell it as "Excelsior White Soft Soap." The Vice-Chancellor gave the plaintiffs an injunction, on an interlocutory application, to restrain the defendants from selling their article of manufacture under that name. Now, although, as it will be seen by the report of this case, there was a strong element of breach of faith and misconduct in this particular case, the Vice-Chancellor did not base his judgment upon that circumstance, but took a much broader ground, and acted upon the principle that wherever a person engaged in trade introduces into the market a new article of manufacture by a fancy name, and the article acquires a reputation under that name, the Court will protect its use. It is impossible to over-rate the importance of this decision in checking the growth of commercial fraud. Everyone engaged in business is aware of the great difficulty of fixing a distinctive name on a new article, and also of the unscrupulous manner in which other persons engaged in the same trade, steering clear of a positive infringement of the new mark or title, yet contrive to deceive the public and gain advantage by such conduct. That this course of proceeding should, if possible, be checked by the law, is imperative. Fair competition the Court will never check; but wherever fraud appears—and in whatever light the adoption of a colourable imitation of another man's name or mark may be regarded in some commercial circles, it is denominated "fraud" by the Court of Chancery—there the Court will stretch forth its hand and interfere. It is objected to the extension of the jurisdiction in this direction, that its effect is to give to persons a species of property which has all the qualities of a patent without its obligations and restraints; and to some extent this objection holds good. It is true that an injunction to restrain the defendants from selling articles under a particular name or mark operates as a grant by the Court of Chancery to the plaintiff of the exclusive use of that name, and has the effect of giving to him a species of monopoly co-extensive with the existence of the business in connection with which it is used, and this wholly regardless of the *quality* of the article sold. The distinction between the grant of a patent and of the exclusive use of such a mark or name lies, however, in the very circumstance that the latter in no way deals with the *quality* of the article sold. A patentee may monopolise, during the statutory periods, not only the name of the article manufactured, but the manufacture of the article itself—the owner of an injunction to restrain the use of a name or mark, can only monopolise the sale of the article by a particular name. In the latter case, fair competition in trade is in no way invaded; it is rather secured. If an article be of an inferior quality, no fancy name will save it from perdition; superior qualities of the same article, it may be with other fancy names, will take its place; but if an article be of a superior quality, the adoption by another of the fancy name by which it has acquired a reputation in the trade is not fair competition, but fraud. The present Lord Chancellor (than whom no judge has more strongly appreciated the legal necessities and requirements of commercial men) said, in *Edelsten* v. *Edelsten*, 11 W. R. 329, *obiter*, that "in such cases the loss of custom to the plaintiff, by the acts of the defendant, was a sufficient ground for the interference of the Court;" and Vice-Chancellor Wood has, in the case under discussion, fully acted upon this principle. We trust that the doctrine enunciated in these cases, so much in harmony with the previous decisions and the wants of the time, will not be departed from; and we feel sure that such an exercise of the jurisdiction of the Court will receive the approval of every honourable commercial man.

## REAL PROPERTY LAW.

### Correspondence.

CONDITIONS OF SALE.

In answer to the letter of your correspondent "W. of W.," in your number of last week, I would observe that the condition of sale discloses an equitable right in the purchaser to compel the production of the deeds; and this equitable right the purchaser is *not* bound to rely upon, but he may insist on the vendor's entering into a valid covenant to produce the deeds themselves: *Barclay* v. *Raine*, 1 Sim. & Stu. 449 The purchaser is also entitled to attested copies of the deeds at the expense of the vendor, there being (as far as "W. of W." has shown) no stipulation to the contrary in the conditions of sale. See Sugden or Dart on Vendors and Purchasers. A purchaser has a right to inspect deeds not delivered to him, in any event, and the vendor must produce them for that purpose, whether he has covenanted to do so or not: *Berry* v. *Young*, 2 Esp. Ca. 640n. C. H. H.

Sept. 17.

## COMMON LAW.

LANDS CLAUSES CONSOLIDATION ACT—LANDS "INJURIOUSLY AFFECTED."

*Senior* v. *The Metropolitan Railway Company*, Ex., 11 W. R. 836.

The maxim of marine insurance, *Causa proxima non remota spectatur*, has but little operation outside the boundaries of our maritime code. It is very rarely applied for the benefit of public companies, who, indeed, are not much favoured by arbitrators or jurors. These bodies, as a general rule, experience but little leniency in an estimation of the losses of the citizens whose premises may happen to be "injuriously affected" by them. In the present case, the obstructing of the thoroughfare leading to the plaintiff's premises was held to entitle him to damages, his concern being thus "injuriously affected" within the meaning of the 68th section of the Lands Clauses Consolidation Act, 8 & 9 Vict. c. 18. A similar decision was arrived at in *Chamberlain* v. *The West End of London and Crystal Palace Railway Company*, 10 W. R. 645. The principle of these cases is, that where an action would lie if the company had no statutory powers, there the party injured is entitled to compensation. The use of a highway being of common right, the plaintiff in the present case would, no doubt, be entitled to damages for an obstruction thereof, even though he had no property in the land where the obstruction was made. The present case also decided a new point—viz., that the company were not entitled to set off any benefit that resulted to the plaintiff by reason of the construction of their railway. This ruling appears to bear hardly upon railway companies, but, in point of law, it is unimpeachable. The loss to the party whose premises are injuriously affected is incurred upon the obstruction being committed; his right in law, therefore, then accrues; and to this right the company cannot set off any advantage which they voluntarily, and not at the request of the party injured, confer upon him.

CONTRACT—CONDITION PRECEDENT.

*Leakey* v. *Lucas*, Ex. C., 11 W. R. 839.

It is often important to a party to a lawsuit that he is not the mover therein. In equity, indeed, the distinction between a plaintiff and defendant, as such, irrespective of their relative merits, has been always distinctly observed; but in an action before a court of law, which does not profess to enter upon very refined casuistry, the advantage of being a defendant is generally overlooked. And yet such a status is of the utmost importance in cases where the suit relates to a contract respecting which various acts were to be performed by both parties to it. The non-performance of the plaintiff's part of the contract

will disqualify him from recovering, even though the defendant be likewise a defaulter in respect of his own duty, and *e converso*. Moreover, even if neither party can be considered to have been guilty of a breach of contract, yet if the contract cannot be proceeded with by reason of some unforeseen obstacle, the rights of a party may become affected by his assuming the character of a plaintiff. In such a case the defendant may, in political phraseology, be said to be master of the situation. This phase of the relative status of suitors is very well elucidated by the present case. The plaintiffs (an engineer and a solicitor), after having agreed with the defendants (contractors), that they should pay the plaintiffs a certain sum in the event of the plaintiffs not obtaining a certain Act of Parliament sought by them, discontinued the proceedings with respect to the Act for want of funds, whereupon the defendants proceeded with it, and incurred costs exceeding the sum stipulated to be paid to the plaintiffs; the bill was then thrown out. In an action brought to recover the sum stipulated for, the Court held (affirming the decision of the Court of Common Pleas), that a plea embodying the above-stated facts was a good answer to the action. The agreement did not provide for all contingencies; and though the case of *Van Sandau* v. *Browne*, 9 Bing. 403, conclusively establishes that an attorney cannot be compelled to proceed with a suit unless he is furnished with funds, yet here, as the plaintiffs did not contract as professional persons, they did not come within the rule in *Van Sandau* v. *Browne*. The plaintiffs were not entitled to recover, because the defendants were not bound to supply the necessary funds. If the defendants were plaintiffs in an action for breach of contract against the plaintiffs, they would, we think, likewise fail in their suit; for there appears to have been no stipulation that the present plaintiffs were to continue expending money for the purpose of obtaining the Act, until it should be either passed or rejected. The status of the parties, as plaintiffs or defendants, thus appears to be the sole criterion of their legal merits, the original contract not having adequately provided for the relative rights of the parties in the contingency which arose.

### Railway Company—Compensation—Province of Jury.

*In re Horrocks* v. *The Metropolitan Railway Company*, Q.B., 11 W. R. 910.

In the case of *Reg.* v. *The London and North-Western Railway Company*, 3 E. & B. 44, a question of a right of way was submitted to a compensation jury by the assessor, under section 60 of the Lands Clauses Consolidation Act. But the Court held that the province of the jury was merely to assess damages, and that they should assume the existence of the alleged right. The principle of this decision was, that as the finding of the jury was not subject to appeal, to comprise any legal question within their province would be to deprive any party injured by such finding of the right of appeal, which would be a result that was not intended by the Legislature. The way to test the question of right is by suitable pleadings in an action on the finding of the jury. This further question was settled by the cases of *Read* v. *Victoria Station and Pimlico Railway Company*, 32 L. J. Ex. 167, and *Reg.* v. *The London and North-Western Railway Company*, *ubi sup.* The case of *Mortimer* v. *The South Wales Company*, 1 E. & E. 375, does not disprove the proposition stated; for in that case the defendant's pleas failed in point of proof, and, there being no finding affecting the title of the claimant, the inquisition was held to be conclusive as to the amount of damages. In *In re Penny* v. *the South-Eastern Railway Company*, 5 W. R. 612, on the other hand, the jury appear to have exceeded their province; but the right in respect of which damages were assessed was (if the pun be excusable), a visionary one—viz., a claim for an injury resulting from the overlooking of the claimant's premises by a railway embankment. But a right to lateral support, which was the matter in dispute in the present case, is a right recognised by the law, and the jury having found in general terms that the plaintiff was not injured, the Court held that the jury exceeded their jurisdiction in determining the question of right. This they should have assumed, and confined their attention to the question of damages. From a comparison of this decision with that in *In re Penny* v. *The South-Eastern Railway Company*, *ubi sup.*, it follows that the jury may exercise judicial functions and decide questions of right in all cases where the right upon which the claim is founded has no place in our law.

### LORD MAYOR'S COURT.

(Before Russell Gurney, Esq., the Recorder.)

Sept. 12.—*Harrison* v. *Butler*.—This was a special motion of considerable importance. It arose out of a promissory note which had been given by an insolvent to prevent opposition on the part of his creditor, such note having found its way into the hands of an innocent holder. Upon the trial the jury found for the plaintiff, and counsel for the defendant now moved that the verdict should be entered for his client, and contended that the promissory note in question was absolutely void. It appeared that the defendant, being insolvent, had taken the benefit of the Act at Portugal-street, and during the progress of the proceedings he was induced to accompany a person named Mundell (one of his creditors for £63) to a tavern in the immediate vicinity of the court, where the defendant signed a promissory note under the consideration that Mundell should not oppose him. It was urged on behalf of the defendant that he was not liable for this note, which was given in fraud of the other creditors, and was contrary to the policy of the law, and that notes of this kind are not only declared to be voidable, but are absolutely void; and the case of *Goldsmith and Hampton*, 27 L.J., was referred to. The giving of the note in question was clearly a renewal of the old debt, which had already gone in accordance with the provisions of the Insolvent Debtors' Act.

It was contended for the plaintiff that he was a *bonâ fide* and innocent holder of this bill, for which he had given value. It had been laid down by Mr. Justice Byles that these notes were "void unless taken innocently, and unless the holder was cognisant of the position of the parties." If it was held that an innocent holder could not sue, there would be a wide field opened up for fraud and collusion on the part of those who made these notes. Such a course was clearly contrary to the policy of the law, and the plaintiff was entitled to have the verdict as it stood.

The Recorder said—I am of opinion that the verdict must remain for the plaintiff; and I quite agree with the learned counsel for the plaintiff that any other course would lead to fraud and collusion.

It was intimated that the case would be carried to the court above.

### SESSIONS HOUSE, NEWINGTON.

Sept. 16.—A case of much importance was tried to-day at the Sessions-house, Newington, wherein the complainant, Mr. Horine, sought compensation from the London, Chatham, and Dover Company, for the loss of access to the garden in a square, part of which was taken by the company for their railway, although they did not take the house of which the complainant was lessee, and also for the damage to the value of the house by the substitution of a railway for a garden, and the noise smoke, and vibration caused by the running of the trains. The plaintiff claimed £200; the defendants offered £50, at the same time denying any liability for the nuisance caused by the ordinary conduct of their traffic. The counsel for the defendants insisted that where no action for damages could be brought for a nuisance no compensation could be awarded. The counsel for the plaintiff denied this, and produced evidence to prove the nuisance and damage done. The jury gave their verdict for £17 for the substitution of the railway for the garden, and £75 for damage to the property by the nuisance caused by the noise, smoke, and vibration of the trains in the ordinary working of the traffic. Should the counsel for the company be right in his law, the former part of the verdict only will stand, and the amount being £33 less than the amount offered by the company, the complainant will suffer costs; whereas if the whole verdict is legal (which the company will have to try before a higher tribunal) the amount is £42 in excess of the amount offered, and the company will suffer in costs. Should railway companies be held in law liable for the "nuisance caused by the noise, smoke, and vibration of the trains in the ordinary working of the traffic," every householder in sight or hearing of a railway train or whistle will be able to

claim damages, and the cost to those companies who are making entrances into the heart of London through whole lines and streets of houses will be immense. The decision was understood to rule several others in the same square.

## GUILDHALL POLICE COURT.

Sept 17.—Mr. Henchman, secretary to the Metropolitan Railway Company, was summoned before Alderman Besley, Alderman Copeland, and Alderman Phillips, under the Lands Clauses Consolidation Act of 1845, in order that a disputed claim for compensation might be heard and determined, as directed by the provisions of the Act.

Mr. *Eady*, on the part of Mr. Elsasser, the occupier of No. 37, Barbican, stated that the Metropolitan Railway Company required his client's premises, and in May last gave him notice to that effect, whereupon he made his claim for compensation, which was disputed. Although only a yearly tenant, he held an agreement for 12 months, dating from Christmas, 1862, to Christmas, 1863, but as there was no stipulation with regard to notice he was entitled to hold the premises until Christmas, 1864, by which time six months' notice from June in that year would expire. The items of the claim were:—£70 for fixtures and repairs, £100 for loss of trade in having to remove, and £10 for expenses of removal.

Mr. Elsasser stated that he paid £10 on going into the house for fixtures that were not worth half-a-crown, that he expended £60 in other fixtures and repairs, that he let off apartments to the amount of £44 a year, and that he lived in a room at the back of the shop. He produced his book, showing his takings from day to day, from which it was apparent that his gross profits averaged £4 per week, and also produced receipts to show that he had expended the amount stated by his solicitor.

Mr. George Fuller, of 18, Poultry, said he had great experience as a railway surveyor, and was able to say it was the rule to allow one year's profits as compensation in such cases.

Mr. *Burchell*, the solicitor to the company, said he had no desire to dispute the facts as deposed to by Mr. Elsasser. The question was only one of amount.

Alderman Besley said he should meet the justice of the case by awarding £60 for fixtures, &c., £40 for loss of trade, and £5 for the expenses of removal.

Mr. *Eady* asked for costs.

Mr. *Burchell* said the claim first sent in was £330; the company offered £60, and the complainant then reduced his claim to £150; so that the magistrates' award had exactly split the difference between them. Under those circumstances, he submitted it was not a case to order costs on either side.

An order was made for the payment of £105 without costs, and for possession of the premises to be given in three weeks from the present date.

## BANKRUPTCY LAW.

The following returns from the Accountant in Bankruptcy have recently been published, in accordance with an order of the House of Commons, on the motion of Mr. Murray:—

REVENUE and EXPENDITURE of the COURT of BANKRUPTCY for the Years 1861 and 1862.

REVENUE.

| | 1861. Prior to October 11. | 1861. Oct. 12 to Dec. 31. | 1861. Total. | 1862. Total. |
|---|---|---|---|---|
| | £ s. d. | £ s. d. | £ s. d. | £ s. d. |
| Commissioners of Inland Revenue. | 16,498 6 4 | 6,276 14 8 | 22,875 1 0 | 38,943 4 5 |
| Interest on stock.. | 30,846 13 9 | 10,574 2 4 | 46,420 16 0 | 44,681 1 8 |
| Official assignees, per-centage fees | 20,830 15 10 | 4,076 17 6 | 33,897 19 4 | 6,969 11 0 |
| Official assignees, remuneration fees | — | — | — | 3,685 15 3 |
| Chief registrar ... | 36 3 0 | — | 36 3 0 | 71 9 0 |
| Registrar of meetings ..... | 1,000 0 0 | — | 1,000 0 0 | — |
| Broker ..... | — | — | — | 156 7 1 |
| Paymaster General for salaries.. | — | — | — | 5,630 18 3 |
| Ditto, for compensations and retiring annuities . | — | — | — | 24,337 0 0 |
| Clerks' fees, Insolvent Debtors' Court..... | — | — | — | 249 3 0 |
| | 69,201 18 10 | 21,027 14 6 | 104229 13 4 | 124584 9 8 |

EXPENDITURE.

| | 1861. Prior to Oct. 11. | 1861. Oct. 12 to Dec. 31. | 1861. Total. | 1862. Total. |
|---|---|---|---|---|
| | £ s. d. | £ s. d. | £ s. d. | £ s. d. |
| Salaries..... | 43,783 14 8 | 8,225 16 8 | 52,009 11 4 | 87,725 8 3 |
| Compensations .. | 8,391 8 4 | 7,883 17 6 | 16,275 5 10 | 15,041 13 6 |
| Retiring annuities | 3,350 0 0 | 716 13 4 | 4,066 13 4 | 6,900 0 0 |
| Expenses of courts and offices..... | 4,883 2 8 | — | 4,883 2 8 | 5,725 17 4 |
| Bank remuneration ..... | 1,854 12 0 | — | 1,854 12 0 | 2,547 11 5 |
| Registrar of meetings, rent ..... | — | — | — | 50 0 0 |
| Solicitor for pauper prisoners .. | — | — | — | 1,413 3 3 |
| Costs of prosecutions ..... | 1,412 19 0 | 758 1 7 | 2,171 0 7 | 347 5 8 |
| | 63,675 16 8 | 17,584 9 1 | 81,260 5 9 | 119750 19 5 |

TOTAL AMOUNT Received and Paid by the BANK of ENGLAND, on Account of the ACCOUNTANT in BANKRUPTCY, in the Years 1861 and 1862.

| 1861. Received. | 1861. Paid. | 1862. Received. | 1862. Paid. |
|---|---|---|---|
| £ s. d. | £ s. d. | £ s. d. | £ s. d. |
| 1,353,080 10 7 | 1,246,961 1 1 | 792,922 7 1 | 927,316 0 9 |

MAXIMUM and MINIMUM BALANCES in the BANK of ENGLAND standing to the Credit of the ACCOUNTANT in BANKRUPTCY, in each Month of the Years 1861 and 1862.

| Month. | 1861. Maximum | 1861. Minimum | 1862. Maximum | 1862. Minimum |
|---|---|---|---|---|
| January ..... | £122,923 | £82,132 | £212,057 | £78,726 |
| February ..... | 127,110 | 117,553 | 100,642 | 95,638 |
| March..... | 134,305 | 55,069 | 108,593 | 84,696 |
| April ..... | 60,661 | 43,896 | 127,292 | 104,853 |
| May..... | 72,489 | 51,392 | 119,382 | 93,659 |
| June ..... | 106,371 | 80,774 | 96,065 | 58,498 |
| July ..... | 117,779 | 93,481 | 121,346 | 87,369 |
| August ..... | 97,747 | 21,164 | 42,195 | 29,665 |
| September ..... | 134,079 | 83,501 | 87,609 | 28,586 |
| October ..... | 185,798 | 87,975 | 75,824 | 46,552 |
| November ..... | 103,106 | 49,369 | 68,852 | 55,768 |
| December ..... | 217,484 | 47,113 | 68,230 | 57,836 |

TOTAL AMOUNT OF REMUNERATION paid to the BANK of ENGLAND for each of the years 1861 and 1862.

For 1861 ... ... ... ... £2,547 11 5
For 1862 ... ... ... ... 1,931 19 10

By a Lord Chancellor's order, dated the 8th of August, 1845, it was directed that the remuneration to the Bank of England should be according to the following scale, viz.:—

On sums paid for dividends, at the rate of one-quarter per cent.

On sums paid by orders of court, &c., at the rate of one-eighth per cent.

On sums paid for salaries, expenses, &c., at the rate of one-eighth per cent.

On sums paid for investments, at the rate of one-sixteenth per cent.

RICHARD CLARKE,
The Accountant in Bankruptcy.

## GENERAL CORRESPONDENCE.

### PARISH REGISTERS.

Reading the interesting article on "The Probate Registers" in your late number of the *Solicitors' Journal*, in which the systematic arrangement of the wills at Doctors'-commons is described, affording "the utmost facility of reference," I was forcibly reminded of another kindred registry or depository—viz., of the *Parish Registers* throughout the kingdom. Duplicates of these have been from the commencement of them, and are now, annually transmitted to the Diocesan Registry.

A few years ago, having to make out a "missing link" in a pedigree on which a considerable amount of property depended, I fancied I should, by a search at the Diocesan Registry (Chester), save myself the time and trouble of going to half a dozen different parish churches (there being a doubt as to the locality of the event). I went there, and asked to see the registries of parish A. After some little delay, a large

bundle of parchment and paper scrolls and books was brought, tied up in one heterogeneous mass. This was untied for me. I began first to make a chronological arrangement of the documents; but when, having accomplished this, I found some years missing, parts of the residue defaced by mice and damp, and mixed up with parish A. odd years of some other parish, there was at once an end of any satisfactory search. I do not mention this state of things as peculiar to Chester, for I believe it is not so. If these documents, accumulated in the different Diocesan Registries, were kept at all like the wills at Doctors'-commons, and with alphabetical indexes, of what great value would they be, not only to the profession, but to the genealogist and the antiquarian! whereas in their present state they are worthless. If public documents are kept in a state practically useless, we might as well be without them; and, as regards the parish registers, the annual expense of making and transmitting copies to the registries would be saved.

Sept. 14. K.

### Status of Managing Clerks.

Your correspondent, "W. of W.," appears to me to have misunderstood the complaints of the managing clerks.

In the first place, he speaks about the managing clerks and their sympathisers, complaining of the injustice and absurdity of their being, "in common with the rest of the world, subjected to the ordeal of the preliminary examination." Either your correspondent has misread the letters of the managing clerks, or he is ignorant of the facts; for it is this very fact, that the *rest of the world* are not all subject to the examination, of which the managing clerks complain. Several exceptions are made to the preliminary examination; and although the managing clerks are put by the Legislature in the same position as the university graduate, they are not exempted from the preliminary examination as he is.

"W. of W." seems to think it unfair that the man who has been obtaining his livelihood as a managing clerk for some years, should be able (as he formerly was) to enter the profession on equal terms with the man who did not leave school until he was, perhaps, twenty-one; and why not? There seems to me no reason why service in a solicitor's office should be a barrier to becoming a solicitor, but, on the contrary, I think every facility should be afforded to the clerk who really does the work to become a principal.

Supposing any preliminary examination to be desirable (and which I do not admit—at all events as regards managing clerks, who must be men of education), it is quite clear that the present one is absurd. To make admission into the profession dependent upon being able to answer catch questions in grammar or arithmetic, or on the conjugation of Latin verbs, or a translation of Horace or Cicero, or some French or German author, combined with a knowledge of the mountains or rivers of Europe, or of the different historical events from William the Conqueror, and various other useless subjects, as far as professional competency is concerned, is quite an absurdity.

What is wanted is, that the managing clerks should combine together in some active steps to obtain the justice which their case demands; and if the correspondence which has appeared in your journal should lead to such a combination, the managing clerks will have reason to be grateful for your kindness in having inserted it. C. or C.

Sept. 14th.

I ask leave to say a few words as to the *status* of managing clerks. This subject has now for several weeks given rise to a good deal of correspondence in your journal. It is one, I think, of somewhat more importance than at first sight it may be supposed to possess. A considerable portion—if not the chief—of the law business of this country is conducted by "managing clerks." This being the case, as is well known, let us inquire into their qualifications. The public as well as the profession have an interest in this question.

What is a "managing clerk?" It is necessary, as I feel, to define the true meaning of this designation. The persons entitled to this description are clerks who conduct their principal's business without oversight or assistance. It must, I think, be admitted that this designation is frequently assumed by clerks who have no right to it. The managing clerks of this country are, as a body, well-educated men, and they could not sustain their position without being so. Some of them, to my knowledge, are well versed in the learned languages, and in the arts and sciences. Not a few of them have minds *of a high order*, and some are equal to many members of the bar for eloquence. This is no exaggerated description of this class of gentlemen, but it must be confined to such as really fall within this category.

Now, it will, I think, be self-evident that a *ten years' qualification* is deserving of notice. The Legislature, by the statute 23 & 24 Vict. c. 127, has put managing clerks on a par with graduates at a university. To draw no distinction between "managing clerks" and what are called *raw youths* is obvious folly. It has long been my impression that a registry of managing clerks would be useful, and I still think so. If I recollect correctly, I suggested this several years ago in the *Legal Observer*, the late Mr. A'Beckett coinciding with my views. This is, I think, a convenient opportunity to renew the suggestion, which with your permission I now do. But, notwithstanding the qualifications of managing clerks are fully adequate to their position—though but badly remunerated—a "preliminary examination" is objectionable. This would have the effect of sending these gentlemen back to school on many matters of detail, which, after all, are of little importance. Few men could pass such an examination even five years after they had left school, owing, no doubt, to the present imperfect modes of education. As the branches of education get simplified, and the book system is dropped, lasting impressions will be the consequence. When knowledge is skilfully imparted, and it is understood, it is as difficult to forget it as it is under present circumstances to retain it.

Sept. 15th. J. Culverhouse.

### Lease—Defective Covenant to Pay Rent and Heriots.

In a lease of a cottage for a term of ninety-nine years, determinable on lives, immediately after the Redonddum is the following defective covenant:—

"And the said W. F., for himself, his executors, administrators, and assigns, in manner following, that is to say, that he, the said W. F., his executors, administrators, and assigns, shall, during the continuance of the said term hereby granted, pay to the said S. D. A., his heirs and assigns, the yearly rents and heriots hereinbefore reserved on the days and in the manner hereinbefore mentioned."

This is evidently meant for a covenant for the payment of the rent and heriots, but the covenanting part is omitted. This being so, I shall be glad if some of your readers will kindly tell me if this is a valid covenant either at law or in equity.

Sept. 16. J. T. S.

## APPOINTMENTS.

Mr. J. Connor, Barrister-at-Law, has been appointed Coroner of Bombay, in the room of Dr. R. T. Reid, resigned.

## FOREIGN TRIBUNALS & JURISPRUDENCE.

### FRANCE.

International Law.—Rights of Belligerents.

The Tribunal of Commerce of Bordeaux has just given judgment in a case in which the point in dispute was the character of the Confederate cruisers. The question arose between the merchants whose goods, embarked on board American vessels, have been seized and burnt at sea by the *Alabama*, and the insurance companies who had guaranteed the cargo against capture or damage from pirates. The question was a simple demand for indemnity on the part of the merchants, but in reality the debate involved the solution of the international question, what view is to be taken of the acts and conduct of the *Alabama*? If a pirate, the assurance companies are responsible, but there is of course no responsibility if she is to be regarded as a privateer. The Tribunal relies upon the declaration of the French Government, of June 11, 1861, which, proclaiming an absolute neutrality in the American war, acknowledged the rights of belligerents to the Southern as well as the Northern States. It holds that the *Alabama*, probably furnished with letters of marque, although no positive proof could be given in the case, has never attacked any but vessels of the enemy, respecting neutrals; and lays down that in such conduct especially lies what constitutes a difference between a regular privateer and a pirate. It admits that if the Congress of Paris of the 30th of March, 1856, has abolished privateering and letters of marque, its declarations are not applicable to the States of the American Union, which did not agree to the convention, and desired to preserve the advantage of the old traditions of maritime war. It concludes,

finally, that the *Alabama*, strictly speaking, has not exceeded its belligerent rights nor incurred the reproach of piracy. *Le Nord*, in reporting this judgment, remarks on the total omission from it of any reference to the most delicate side of the international question—the circumstance that the *Alabama* and *Florida* have not submitted their captures to the decision of a prize court, according to the received "invariable rule," but have constituted themselves judges, and appropriated, of their own authority, goods seized on board Northern merchantmen.

## PUBLIC COMPANIES.

### MEETINGS.

SCOTTISH CENTRAL RAILWAY.

At the half-yearly meeting of this company, held on the 14th inst., a dividend at the rate of 5¾ per cent. per annum was declared for the past half-year.

GLASGOW AND SOUTH-WESTERN RAILWAY.

At the half-yearly meeting of this company, held on the 9th inst., a dividend at the rate of 5 per cent. per annum was declared for the past half-year.

GREAT LUXEMBOURG RAILWAY.

At the half-yearly meeting of this company, held on the 17th inst., a dividend of 7½ francs or 6s. per share was declared for the past half-year.

### PROJECTED COMPANIES.

THE STAR AND GARTER HOTEL COMPANY (LIMITED), RICHMOND, SURREY.

Capital, £120,000, in 12,000 shares of £10 each.

Solicitors—Messrs. Marchant & Pead, 30, Great George-street, Westminster.

This company has been formed for the purpose of purchasing the premises of the present "Star and Garter," and erecting on the site thereof an hotel affording superior accommodation.

Notwithstanding that the West Hartlepool case has created a certain uneasiness with regard to railway debentures, the great railway companies continue to raise very large sums on such securities at lower rates of interest. Thus at the close of 1861, the Caledonian had £200 outstanding at 5 per cent., £10,000 at 4¾ per cent., £16,163 at 4½ per cent., £152,864 at 4¼ per cent., £2,130,826 at 4 per cent., £34,280 at 3¾ per cent., and £134,379 at 3½ per cent. A year later, that is at the end of 1862, the company had £200 outstanding at 5 per cent., £1,000 at 4½ per cent., £152,364 at 4¼ per cent., £2,181,494 at 4 per cent., £43,932 at 3¾ per cent., and £98,702 at 3½ per cent. The amount raised by debenture stock had also increased from £27,075 at the close of 1861 to £45,960 at the close of 1862. The Great Northern at the close of 1861 had £634,353 outstanding at 4½ per cent., £204,038 at 4¼ per cent., £461,769 at 4 per cent., £144,115 at 3¾ per cent., and £27,570 at 3½ per cent. At the close of 1862 the 4½ per cent. loans had been entirely paid off, but £498,633 remained outstanding at 4¼ per cent., £446,542 at 4 per cent., £107,115 at 3¾ per cent., £27,950 at 3½ per cent., and £12,400 had been negotiated at 5 per cent. The amount raised by debenture stock had increased from £1,822,272 at the close of 1861, to £2,323,769 at the close of 1862. The Great Western does not yet appear to have made any attempt to issue debenture stock, but it had an immense amount of loans outstanding even before the passing of the recent Act amalgamating the West Midland and South Wales with the old parent undertaking. At the close of 1861 this company had £211,107 outstanding at 3½ per cent., £3,800 at 3¼ per cent., £1,126,041 at 4 per cent.' £1,974,658 at 4½ per cent., £3,267,043 at 4¼ per cent., £195,214 at 4½ per cent., and £1,121,550 at 5 per cent. At the close of 1862 the corresponding totals were, £59,600 at 3½ per cent., £203,800 at 3¾ per cent., £619,354 at 4 per cent., £3,365,472 at 4½ per cent., £2,903,545 at 4½ per cent., £108,400 at 4¾ per cent., and £950,258 at 5 per cent. The loans outstanding in the case of the Lancashire and Yorkshire at the close of 1861 amounted to £100,200 at 5 per cent., £127,640 at 4¾ per cent., £549,829 at 4½ per cent., £944,854 at 4¼ per cent., £2,716,896 at 4 per cent., £1,500 at 3¾ per cent., £71,750 at 3½ per cent., and £14,500 at 3¼ per cent. At the close of 1862 there was £100,200 outstanding at 5 per cent., £56,640 at 4¾ per cent., £192,248 at 4½ per cent., £942,505 at 4¼ per cent., £2,822,090 at 4 per cent., £1,500 at 3¾ per cent., £78,690 at 3½ per cent., and £2,500 at 3¼ per cent. No debenture had been raised at the close of 1862, but £419,741 was taken up at 4 per cent. in 1861, while £1,500 has also been funded at 3½ per cent.

A lady named Ellen Teresa M'Donagh, in a recent letter to the *Tuam Herald*, describes an interesting episode in the life of Lord Chancellor Plunket. The lady's father was plaintiff in a tedious Chancery suit, and Lord Plunket, then Attorney-General, was his leading counsel. "On the third day of the final hearing," she says, "I walked into the court. I was then very young, and buoyed up with wild enthusiasm of effervescent spirits. I listened for a short time to one of the opposing counsel, who was addressing the Court on behalf of the defendants, and without a moment's reflection or preparation I took from my pocket a small cross, which I grasped in my right hand, and with the words '*In hoc signo vinces*' on my lips, I stood up and solicited the honour of being heard for a few moments. The Court, the Bar, and all were taken as if by electricity; the honour I sought for was at once acceded to me, in a sweet, mild voice from the bench, from the lips of a thin, delicate man (Lord Manners). I was stating the unvarnished tale in so telling a manner, that one of the defendants urged on counsel to compel me to sit down. 'You shall not, replied Mr. Plunket, 'you would do a disgraceful act; the lady must be heard out;' and, sure enough, I was heard out At the conclusion of my address my head reeled, my eyes swam, and the scene before me was chaos. On leaving the gallery whence I addressed the Court I was met by counsel, who told me a decree was pronounced in my father's favour, and that the Attorney-General wished to see me at his house the next morning. Next morning I was soon on my way to Stephen's-green, where the late Lord Plunket then resided. I was speedily in presence of the great and good man, who jocosely complimented me on my *début* at the bar, handed me back his fee of £10 10s., and told me 'should I ever require a friend in court, to call on him.' My reply was, 'God bless you, sir, I hope I shall soon see you Lord Chancellor.' He sailed that day for England, and when next he was in court it was as Lord Chancellor of Ireland."

The annual account of the county rates of England and Wales shows that in 1862 they were assessed on £73,975,962. This amount increases year by year; four years before it was but £65,207,286. The sum of £1,322,156 was raised by county and police rates in the year ending at Michaelmas, 1862; the Treasury allowance was £239,472; other receipts amounted to £276,275. The expenditure on rural police was £573,174; on gaols, £341,052; on prosecutions, £130,709; on conveyance of prisoners and transports, £21,594; on shire halls, &c., £20,805; on lunatic asylums (including building), £107,663; on the maintenance of pauper lunatics, £35,567; on county bridges, £54,641; clerks of the peace, £45,654; coroners, £55,643; inspectors of weights, &c., £9,839.

## BIRTHS, MARRIAGE, AND DEATHS.

### BIRTHS.

FOSTER—On Sept. 11, at Lee, Mary, the wife of Charles J. Foster, Esq. LL.D., of a daughter.

WILLIAMSON—On Sept. 13, at 1, West-hill-terrace, St. Leonard's-on-Sea, the wife of Octavius J. Williamson, Esq., Barrister-at-Law, of a daughter.

### MARRIAGE.

MORRIS—SHELDON—On Sept. 12, at St. Pancras Church, James Morris, Esq., of 14, Gresham-street, City, to Mary, widow of the late Thomas Sheldon, Esq., Solicitor, Cheltenham.

### DEATHS.

DUNDAS—On Sept. 11, at Craig Royston, near Edinburgh, Vice-Admiral Henry Dundas, second son of the late Right Hon. Robert Dundas, of Arniston, Lord Chief Baron of the Court of Exchequer in Scotland.

PENNEFATHER—On Sept. 6, at St. Columba's College, Arthur Willoughby, aged 16, eldest surviving son of Edward Pennefather, Esq., Q.C., of No. 6, Fitzwilliam-place, Dublin, and Rathsalia, co. Wicklow, and grandson of the late Chief Justice.

## HEIRS AT LAW AND NEXT OF KIN.

*(Advertised in the London Gazette.)*

RICE, MARY, late of Mold, in the county of Flint, Spinster. Next of kin. Lewis v. Hughes, V.C. Stuart.

## ESTATE EXCHANGE REPORT.

AT THE MART.

Sept. 11.—By Mr. FRANK LEWIS.

Copyhold residence at Turnham-green, Middlesex, with two cottages adjoining; also a plot of land opposite,—Sold for £850.

Absolute reversion to one-third share of £1,867 10s., invested on mortgage of freehold premises at Maidstone, payable on death of a gentleman now in his 60th year.—Sold for £125.

A vested one-twelfth share of £3,197 12s. 1d., Three per Cent Consols, payable on the death of a lady aged 56 years; and a contingent reversionary one-twelfth share in a moiety of the sum of £12,790 8s. 4d. Three per Cent. Annuities, receivable in the event of a lady aged 56 dying intestate and without issue.—Sold for £203.

Sept. 14.—By Mr. WHITTINGHAM.

Freehold residence, known as Grove House, Acton, Middlesex, with coach-house, stabling, &c.—Sold for £1,660.

## LONDON GAZETTES.

### Creditors under 22 & 23 Vict. cap. 35.

*Last Day of Claim.*

FRIDAY, Sept. 11, 1863.

Allen, John, Argyll-villas, Park-rd, Bow, Paper Stainer. Oct 26.

Brisley, Pancras-lane, Cheapside.

Bouch, Joseph, Brighton, Gent. Nov 12. Attree & Co, Brighton.

Cooper, David Hy, Spalford, Nottingham, Gent. Oct 25. Broadbent & Pate, Collingham, nr Newark.

Cowell, Daniel, Martley, Worcester, Gent. Oct 31. Roberts, Worcester.

Curtis, Edw Hargrave, Lower Rock Gardens, Brighton, Esq. Nov 11. Berkeley, Gray's-inn-sq, Gray's-inn.

Johns, Fredk Peter, Brookfield Cottage, Bootle, nr Lpool, Master Mariner. Oct 19. Duke, Lpool.

Mann, Thos, Registrar-General's Office, Somerset House, Gent. Dec 1. Cowdell, Abchurch-lane.

Moore, Joseph, Lincoln, Gent. Nov 1. Moore, Lincoln.

Nazar, Avietic, Calcutta, Gent. Nov 9. Graham & Lyde, Mitre-ct Chambers, Temple.

Quick, Hy, Brannan, Ely-pl, Holborn, Solicitor. Dec 10. Hewitt, Ely-pl, Holborn.

Shanazar, Nazar, Moorshedabad, East Indies, Merchant. Nov 9. Graham & Lyde, Mitre-ct Chambers, Temple.

Stephenson, Hy Jas. Oct 14. Hore, Lincoln's-inn-fields.

Verity, Richard, Cardiff, Ship Chandler. Dec 1. Ingledew, Cardiff.

TUESDAY, Sept. 15, 1863.

Bullen, Rev John, Bartlow, Cambridge, Clerk. Nov 10. Kitcheners & Fenn, Newmarket, Cambridgeshire.

Cowl, Wm, Marske, York, Cartwright. Oct 10. Weatherill, Gainsborough.

Hartley, Geo, Lincoln, Merchant. Nov 1. Tweed, Lincoln.

Morton, Milnes, William-st, Blackfriars, Publican. Nov 20. Paddison, New Boswell-ct.

Tulley, Wm, sen, 13, Grey's-ter, Dover-rd, Southwark, Egg Merchant. Nov 15. Hudson, Fenchurch-buildings.

Turner, John, North Bank, Regent's Park, Esq. Nov 5. Cooke, Serjeants'-inn.

### Creditors under Estates in Chancery.

*Last Day of Proof.*

TUESDAY, Sept. 15, 1863.

Davis, Thos, Boxmoor, Herts, Surgeon. Nov 11. Davis v. Davis, V. C. Stuart.

### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept 11, 1863.

Aked, Robt, Lpool, Merchant, and Edw Fenton, Pernambuco, Brazil, Merchant. May 1. Comp. Reg Sept 18.

Antrobus, Walter, Botolph-lane, London, Merchant. Sept 1. Conv. Reg Sept 9.

Armstrong, Edwin Montague, Bentsbrook Farm, Holmwood, Dorking, Attorney's Clerk. Aug 14. Comp. Reg Sept 11.

Atcheson, Wm, St Thomas's-ter, Southwark, Gent. Aug 27. Conv. Reg Sept 9.

Cocks, Wm, Woolwich, Baker. Aug 26. Comp. Reg Sept 10.

Dearden, Edw, Sheffield, Grocer. Sept 5. Comp. Reg Sept 11.

Eunson, Jeremiah, Newcastle-upon-Tyne, China Dealer. Aug 12. Asst. Reg Sept 8.

Harris, Earnet, Harrow-rd, Paddington, Tailor. Sept 5. Asst. Reg Sept 10.

Hodges, John, Frome Selwood, Somerset, Bookseller. Aug 12. Asst. Reg Sept 8.

Hooke, Fredk, Nottingham, Publican. Sept 4. Asst. Reg Sept 9.

Hunt, John, Montague-pl, St George's, Bloomsbury, Boarding House Keeper. Sept 9. Arrngmnt. Reg Sept 9.

Jackson, Josiah, and Thos Jackson, Birkenhead, Builders. Aug 22. Conv. Reg Sept 9.

Jackson, Robt, Birkenhead, Grocer. Aug 20. Asst. Reg Sept 9.

Jones, John, Lpool, Joiner and Builder. Aug 12. Asst. Reg Sept 9.

Lakin, Walter, Birm, Laceman. Aug 12. Comp. Reg Sept 9.

Langstaff, Thos, Leeds, Tailor. Aug 19. Asst. Reg Sept 9.

Mathewman, Richd, Wharf, South Wharf-rd, Paddington, Carrier's Agent. Aug 20. Asst. Reg Sept 10.

Morgan, Thos Elliott, Gower, Glamorgan, Grocer. Aug 29. Comp. Reg Sept 9.

Newton, Wm Hallsworth, Manch, Commission Agent. Aug 27. Conv. Reg Sept 10.

Perris, John Edw, Ross, Hereford, Chemist. Aug 18. Asst. Reg Sept 10.

Prendergast, Hy Jos, Gloucester-st, Eccleston-sq, Clerk in the Inland Revenue Department. Aug 11. Asst. Reg Sept 9.

Sansome, Wm, Coventry, Ribbon Manufacturer. Sept 5. Comp. Reg Sept 11.

Thomas, Walter, Wigan, Brewer's Traveller. Aug 27. Conv. Reg Sept 10.

Thornton, Ebenezer, Bradford, Ironmonger. Aug 14. Asst. Reg Sept 9.

Wake, John Harrison, Sunderland, Linendraper. Aug 21. Asst. Reg Sept 11.

Walker, Jos, and Rochford Steel Walker, Huddersfield, Yarn Spinners. Aug 25. Asst. Reg Sept 8.

TUESDAY, Sept. 15, 1863.

Bennett, Jesse, Sunderland, Ship Chandler. Aug 20. Conv. Reg Sept 14.

Boate, Thos Arthur, Watford, Gent. Sept 9. Asst. Reg Sept 12.

Brown, Wm Frick, St. Martin's-le-Grand, Silk Warehouseman. Aug 14. Asst. Reg Sept 11.

Coulson, John, Leeds, Commission Agent. Aug 17. Asst. Reg Sept 14.

Flanagan, Jas, Manch, Hosier. Aug 26. Comp. Reg Sept 11.

Gazely, Richd, Baptist Mills, Bristol, Butcher. Aug 17. Conv. Reg Sept 12.

Handforth, Samuel, Victoria-st, Oldham, Agent. Aug 27. Comp. Reg Sept. 14.

Hibbert, Geo, Lincoln, Grocer. Aug 26. Asst. Reg Sept 14.

Lowe, John, jun, Hardingswood, Stafford, Grocer. Aug 21. Asst. Reg Sept 14.

Orton, John, Coleshill, Warwick, Surgeon. Aug 18. Conv. Reg Sept 12.

Rogers, John Hedges, Wingrave, Bucks, Butcher. Aug 28. Comp. Reg Sept 15.

Rowbotham, Thos, Godley, Chester, Cotton Manufacturer. Aug 17. Conv. Reg Sept 14.

Rudge, Edw, Tranmere, Birkenhead, Ironmonger. Sept 1. Conv. Reg Sept 14.

Timmis, John Wesley, Buralem, Jeweller. Aug 27. Comp. Reg Sept 12

### Bankrupts.

FRIDAY, Sept. 11, 1863.

To Surrender in London.

Archer, Fredk Jas, Alma-cottage, Albion-rd, Hammersmith, Professor of Music. Pet Sept 8. Sept 23 at 1. Poole, Bartholomew-close.

Baker, Edw, Montrose-ter, Roman-rd, Islington, Smith. Pet Sept 8. Sept 23 at 12, Wetherfield, Moorgate-st.

Baxter, Jane, Clerkenwell-green, out of business. Pet Sept 9. Sept 23 at 12. Peverley, Coleman-st.

Calvert, Thos Lister, Edward-st, City-rd, Wholesale Milliner. Pet Sept 9. Sept 23 at 2. Juckes, Basinghall-st.

Cortesi, Guiseppe, Whitechapel, Confectioner. Pet Sept 8. Sept 23 at 12. Solomon, Finsbury-pl.

Dickson, Lothian Sheffield, Stanhope-ter, Hyde-park-gardens West, Lieutenant-Colonel. Pet Sept 2. Sept 23 at 1. Linklaters & Hackwood, Walbrook.

Gambell, John, Denmark-ter, Coldharbour-lane, Camberwell, Clerk. Pet Sept 7. Sept 23 at 11. Hughes & Co, St Swithin's-lane.

Gorton, Alfred, Great Windmill-st, Haymarket, Butcher. Pet Sept 2. Sept 23 at 1. Pearce, Giltspur-st.

Green, Fredk, Ernest-st, Regent's-park, Waiter. Pet Sept 9. Sept 24 at 12. Kent, Cannon-st West.

Halahan, Peter Augustus, College-st, Chelsea, not in any business. Pet Sept 9. Sept 23 at 2. Hope, Ely-pl, Holborn.

Hubbocks, John, Sealey-pl, Pond-pl, Middlx, Cab Driver Pet Sept 8. Sept 23 at 1. Hall, Basinghall-st.

Hutchison, David, West-sq, Southwark, Stonemason. Pet Sept 9. Sept 23 at 2. Wright, Bloomsbury-sq.

Kimberley, Wm, Old Broad-st, Share Dealer. Pet Aug 6. Sept 23 at 11. Terrell & Chamberlain, Basinghall-st.

King, Chas, Grove, Stafford, Grocer. Pet Sept 9. Sept 24 at 11. King Queen-st, Cheapside.

Lakeman, Isaac, Willmott-st, Brunswick-sq, Bloomsbury, Printer. Pet Sept 8. Sept 23 at 1. Scott, Staple-inn.

Lambert, Theophilus, Hawthorn Grove, Anerley, Surrey, Wharfinger Clerk. Pet Sept 7. Sept 23 at 11. Hughes & Co, St Swithin's-lane.

Mash, Jas, High-st, St Clements, Oxford, Victualler. Pet Sept 8. Sept 23 at 1. Munday, Essex-st, Strand.

Melladew, Thos, and Edw Melladew, Mark-lane, Merchants. Pet Sept 8 Sept 23 at 12. Thomas & Hollams, Mincing-lane.

Murphy, Jas, Worley-ct, Minories, Auctioneer. Pet Sept 7. Sept 23 at 11. Hare, Basinghall-st.

Murton, Alfred, Blue Town, Sheerness, in no business. Pet Sept 9. Sept 23 at 2. Solomon, Finsbury-pl.

Palmer, Wm Taverner, York-pl, Manor-st, Old Kent-rd, Commercial Traveller. Pet Sept 8. Sept 23 at 1. Jenkins, Nicholas-lane, Lombard-st.

Prichett, Robt Taylor, Chamber-street, Goodman's-fields, Gun Manufacturer. Pet Sept 7. Sept 23 at 12. Cooke, King-st, Cheapside.

Prothero, Thos Dax, Belmont-villas, Lorrimore-sq, Newington, Clerk in the Exchequer Writ Office. Pet Sept 9. Sept 24 at 11. Herring, Stafford-chambers, Stafford-st, Marylebone-rd.

Ritchie, Jas Ewing, Fleet-st, Publisher. Pet Sept 9. Sept 24 at 11. Lawrence & Co, Bread-st.

Russell, Robt, Lancaster-rd West, Notting-hill, Middlx, Builder. Pet Sept 8. Sept 23 at 11. Orchard, John-st, Bedford-row.

Sanders, Thos, Holywell-lane, Shoreditch, Confectioner. Pet Sept 9. Sept 24 at 11. Keene, Lower Thames-st.

Theodam, Chas, Stow Maries, Essex, Farmer. Pet Sept 8. Sept 23 at 12. Duffield, Cornhill, and Chelmsford.

Wareing, Wm, Moulton, Northampton, Maltster. Pet Sept 8. Sept 22 at 11. Webb, Euston-rd.

Wilden, Ann, Upper Chapman-st, Commercial-rd, Widow. Pet Sept 9. Sept 24 at 11. Wetherfield, Moorgate-st.

To Surrender in the Country.

Ansell, Hy Simon, Crow Chapping, Coventry, Clothier. Pet Sept 9. Coventry, Sept 24 at 3. Smallbone, Coventry.

Bows, Ann, Kingston-upon-Hull, Milliner. Pet Sept 8. Hull, Sept 22 at 10.30. Sammers, Hull.

Butler, Thos, Leckhampton, Gloucester, Agent for the sale of Artificial Manure. Pet Sept 3. Cheltenham, Sept 29 at 11. Jessop, Cheltenham.

Chadwick, John Wm, Liverpool, Victualler. Pet Aug 7. Lpool, Sept 30 at 12. Tyrer, Lpool.

Cooke, Mark Thos, Clerkenwell-green, Middlx, Jeweller. Pet April 8. Birm, Sept 21 at 12. Chidley, Old Jewry, and Hodgson & Co, Birm.

Coleboarn, John, Shirland, Derby, Farmer. Pet Aug 15. Derby, Sept 23 at 12. Leech, Derby.

Colton, Richd, Calsior, Lincoln, Grocer. Pet Sept 5. Calsior, Sept 24 at 11.30. Brown & Son, Lincoln.

Corrall, Wm, Leicester, Baker. Pet Sept 8. Leicester, Sept 26 at 10.30. Chamberlain, Leicester.

Coombs, Amelia, Bristol, Widow. Adj Sept 5 (for pau). Bristol, Oct 2 at 12. Brittan.

Cooper, John, Macclesfield, Silk Manufacturer. Pet Sept 7. Manch, Sept 24 at 12. Barclay, Macclesfield.

Crocker, John, Bristol, Carpenter. Pet Sept 7. Bristol, Oct 2 at 12. Hill.

Cross, Chas, St Alban's, Hertford, Tin Plate Worker. Pet Sept 2. St Alban's, Sept 26 at 11. Annesley, St Alban's.
Davis, Gideon, Feckenham, Worcester, Bricklayer. Pet Sept 9. Redditch, Sept 28 at 11. Cories, Worcester.
Davis, Robt, Birm, Milk Seller. Pet Sept 5 (for pau). Birm, Sept 25 at 12.
Dickinson, Peter, Kingston-upon-Hull, Livery-stable Keeper. Pet Sept 8. Hull, Sept 22 at 11.30. Chester, Hull.
Drummond, Thos Halliday, Birkenhead, Stationer. Pet Sept 4. Birkenhead, Sept 30 at 10. Rymer, Lpool.
Farrand, John, Paddock, Huddersfield, Dyer. Pet Sept 5. Huddersfield, Sept 28 at 10. Dransfield, Huddersfield.
Fildew, Henry, East Stonehouse, Devon, Greengrocer. Pet Sept 9. East Stonehouse, Sept 24 at 11. Fowler, Plymouth.
Gaskell, Jacob, Broughton, nr Manch, Hair Dresser. Pet Sept 7. Salford, Sept 26 at 9.30. Boote, Manch.
Goddard, Hy, Stoney Middleton, Hathersage, Derby, Grocer. Pet Sept 7. Bakewell, Sept 22 at 12. Neale, Matlock.
Greaves, John, Sheffield, Razor Blade Forger. Pet Sept 10. Sheffield, Sept 30 at 2. Patteson, Sheffield.
Hague, Hy Hunt, Ashton-under-Lyne, out of business. Pet Sept 9. Manch, Sept 29 at 11. Roberts, Manch.
Hall, Hy, Walsall, Grocer. Pet Sept 9. Birm, Sept 29 at 12. Wilkinson, Walsall.
Hand, Hy, Pelsall, Stafford, Carpenter. Pet Sept 9. Birm, Sept 28 at 12. Ebsworth, Wednesbury.
Hickinbotham, Thos, Derby, Tailor. Pet Aug 20. Sept 25 at 12. Leech, Derby.
Hyde, John, Ollersett, Glossop, Derby, Milk Dealer. Pet Sept 8. Chapel-en-le-Frith, Sept 22 at 10. Hodgson, Manch.
Jennings, Alexander, Birm, Electro Plate Manufacturer. Pet Sept 7. Birm, Sept 28 at 10. Allen, Birm.
Lawrence, Chas, Wm, Keynsham, Somerset, Dealer in Jewellery. Adj Sept 5 (for pau). Bristol, Oct 2 at 12. Brittan.
Lee, John, St Helen's, Lancaster, Ale Dealer. Pet Sept 8. Lpool, Sept 25 at 11. Beasley, St Helen's.
Leach, Edw, Waterbeach, Cambridge, Builder. Pet Sept 5. Cambridge, Oct 3 at 12.30. Whitehead & French, Cambridge.
Lewis, Wm Hy, Birm, out of business. Pet. Wolverhampton, Sept 28 at 12. Walker, Wolverhampton.
Mattey, Hy, Leominster, Hereford, Painter. Pet Sept 9. Birm, Sept 25 at 12. Reece, Birm.
Mee, Joseph, Sheepshed, Leicester, Gardener. Pet Aug 12. Derby, Sept 25 at 12. Leech, Derby.
Morris, Pierce, Birchfields, Handsworth, Stafford, Coal Merchant. Pet Sept 3 (for pau). Birm, Sept 28 at 12. James & Co, Birm.
Oyler, Geo Alfred, Brighton, Victualler. Pet Sept 7. Brighton, Sept 30 at 11. Marshall, Lincoln's-inn-fields.
Picken, Nathaniel, Longton, Stoke-upon-Trent, Packer. Pet Sept 7. Stoke-upon-Trent, Sept 25 at 11. Edmund & Alfred Tennant, Hanley.
Riley, John Shorthouse, Birm, Powder Flask Manufacturer. Pet Sept 7. Birm, Sept 28 at 10. Collis & Ure, Birm.
Rodwell, Geo, St Alban's, Boot Maker. Pet Sept 2. St Alban's, Sept 26 at 11. Annesley, St Alban's.
Schofield, John, Helm, Almondbury, York, Manufacturer. Pet Aug 25. Huddersfield, Sept 28 at 10. Taylor, Huddersfield.
Sharp, Wm Stephen, Freemantle, Southampton, Merchant's Clerk. Pet Sept 8. Southampton, Oct 3 at 12. Mackey, Southampton.
Shaw, Hiram Hy, Nottingham, Auctioneer. Pet Sept 10. Nottingham, Oct 7 at 11. Quarles, Nottingham.
Siddons, Joseph, Tipton, Stafford, Hatter. Pet Sept 9. Birm, Sept 28 at 12. Round, Tipton, and James & Co, Birm.
Skidmore, John, Ambleeote, Worcester, Puddler. Pet Sept 7. Stourbridge, Sept 29 at 10. Cories, Worcester.
Smith, Jas Hy, Sandown, Isle of Wight, Clerk in the War Department. Pet Sept 7. Newport, Sept 23 at 11. Joyce, Newport.
Stephenson, Joseph, Derby, Draper's Assistant. Pet Aug 31. Derby, Sept 25 at 12. Haywood, Derby.
Tilley, Wm, Manch, Rope Maker. Adj Aug 14. Warrington, Sept 23 at 12. Nicholson, Warrington.
Titterington, Chas, Great Marton, Lancaster, Wheelwright. Pet Sept 1. Poulton, Sept 25 at 12. Plant, Preston.
Turton, John, Sheffield, Moulder. Pet Sept 9. Sheffield, Sept 30 at 2. Binney, Sheffield.
White, Chas Felgate, Gilesgate, Durham, Grocer. Pet Sept 9. Newcastle-upon-Tyne, Sept 25 at 12. Hodge & Harle, Newcastle-upon-Tyne.
Woodward, Cornelius, Derby, Farmer. Adj Aug 20. Worksop, Sept 19 at 12.

TUESDAY, Sept. 15, 1863.
To Surrender in London.

Bell, Wm Hy, Calthorpe-st, Gray's-inn-lane, Warehouseman. Pet Sept 10. Sept 29 at 1. Chidley, Old Jewry.
Boreham, Jas, Roman-rd, Barnsbury, Builder. Pet Sept 8 (for pau). Sept 25 at 11. Aldridge.
Crook, Geo, King's Arms-ct, Finsbury, Painter. Pet Sept 8 (for pau). Sept 29 at 11. Aldridge.
Curnin, Ellen, Lewisham, Kent, of no business, Widow. Pet Sept 10 (for pau). Sept 25 at 12. Aldridge.
Fisher, Rebecca, Devonshire-pl, Edgware-rd, of no business. Spinster. Pet Sept 9 (for pau). Sept 29 at 11. Aldridge.
Harper, Joseph, New Romney, Kent, Farmer. Pet Sept 10. Sept 25 at 12. Langham & Son, Bartlett's-buildings.
Hatchett, John, Enfield-highway, Contractor. Pet Sept 8 (for pau). Sept 25 at 11. Aldridge.
Oldfield, Vincent Howard, Connaught-ter, out of business. Pet Sept 12. Sept 29 at 2. Charnock, King William-st.
Paris, Jas Francis, Ipswich, Berlin Wool Dealer. Pet Sept 11. Sept 25 at 1. Jones, Colchester.
Prior, Edw, Warminster, Grocer. Pet Sept 11. Sept 25 at 1. Linklaters & Hackwood, Walbrook.
Quilley, Jas Hy, Forest Hill, Kent, Saddler. Pet Sept 12. Sept 25 at 2. Charnock, King William-st.
Russell, Hy Baker, Gloucester ter, Commercial-rd East, Carpenter. Pet Sept 12. Sept 25 at 2. Hill, Basinghall-st.
Smart, Thos, Rosspell-st, Blackfriars, Master Mariner. Pet Sept 11. Sept 25 at 12. Bartley, Bucklersbury.
Stanley, Joseph, Pentonville-pl, Pentonville, Attorney's Clerk. Pet Sept 9, Sept 25 at 1. Lovesy, New-inn.
Shackleton, Absalom Saml, Gracechurch-st, Appraiser. Pet Sept 12. Sept 25 at 2. Silvester, Great Dover-st.
Shingfield, Adam, Jubilee-st, Commercial-rd East, Carpenter. Pet Sept 12. Sept 25 at 2. Buchanan, Basinghall-st.
Smith, Constantine, New-sq, Minories, Clerk. Pet Sept 9 (for pau). Sept 25 at 12. Aldridge.
Smith, Geo, Johnson-st, Notting-hill, Painter. Pet Sept 11. Sept 25 at 1. Hare, Basinghall-st.
Thomas, Rebecca, London House, Walthamstow, Spinster. Adj Sept 9. Sept 21 at 12. Aldridge.
Tuck, Wm, Holt, Norfolk, Innkeeper. Pet Sept 10. Sept 25 at 1. Doyle, Verulam-buildings, for Sadd, Norwich.
Watkins, John Eames, Hampden-st, Harrow-rd, out of business. Pet Sept 11. Sept 25 at 12. Silvester, Great Dover-st.
Williams, Fredk Geo, Rose-lane, Ratcliff, Wine Cooper. Pet Sept 9. Sept 25 at 11. Webster, Tokenhouse-yard.
Willmott, Wm Ballard, Coal Merchant. Pet Sept 12. Sept 25 at 2. Hare, Basinghall-st.

To Surrender in the Country.

Andrew, Hy, St Ives, Cornwall, Innkeeper. Pet Sept 12. Exeter, Sept 30 at 12. Hirtzel, Exeter.
Barton, Jas, and Jas Barton, jun, Crickhowell, Brecon, Cattle Salesmen. Pet Sept 12. Crickhowell, Sept 24 at 12. Lewis, Crickhowell.
Brookes, Saml, Belle Vue-rd, Leek, Timber Dealer. Pet Sept 10. Leek, Sept 25 at 11. Smith, Leek.
Bubb, Jas, Balsall-heath, Birm, Shopkeeper. Pet Sept 1 (for pau). Birm, Sept 28 at 10.
Butler, Hy, Darlaston, out of business. Pet Sept 8. Dudley, Sept 24 at 10. Slater, Darlaston.
Crinage, Michael, Nottingham, out of business. Pet Sept 12. Nottingham, Oct 7 at 11. Ashwell, Nottingham.
Derbyshire, Thos, Birm, Jeweller. Pet Sept 1 (for pau). Birm, Sept 28 at 10.
Drage, Alfred, Northampton, Baker. Pet Sept 10. Northampton, Sept 26 at 10. Sheild & White, Northampton.
Earp, Chas, and Robert Bostock, Hinckley, Leicester, Hosiery Manufacturers. Pet Sept 7. Birm, Sept 28 at 12. Preston, Hinckley, and Reece, Birm.
Garforth, Hy Sagar, Bradford, Butcher. Pet Sept 11. Bradford, Oct 8 at 10.30. Hutchinson, Bradford.
Gorton, Chas Smith, North Moor, Oldham, Painter. Pet Sept 5. Oldham, Sept 24 at 12. Lowe, Oldham.
Heap, Wm, Huddersfield, Cotton Waste Dealer. Pet Sept 11. Leeds, Sept 25 at 11. Craven, Huddersfield, and Bond & Barwick, Leeds.
Kendrick, Fredk, Stone, Stafford, Innkeeper. Pet Sept 7. Stone, Oct 7 at 11. Robinson, Stafford.
Kinghton, John, jun, Penselwood, Somerset, Innkeeper. Pet Sept 11. Wincanton, Sept 28 at 12. Chitty, Shaftesbury.
Langman, Geo, Wolverhampton, Auctioneer. Pet Sept 10. Birm, Sept 28 at 12. Underhill, Wolverhampton, and Green, Birm.
Lee, Joseph, Leicester, Engineer. Pet Sept 10. Nottingham, Sept 29 at 11. Browne & Son, Nottingham.
Maltby, Wm, Nottingham, Hosier. Pet Sept 12. Nottingham, Oct 7 at 11. Brown, Nottingham.
Meddings, Thos, Shelfield, Stafford, Victualler. Pet. Walsall. Oct 1 at 10. Sheldon, Wednesbury.
Minty, Wm Attwood, Cinderford, Gloucester, Grocer. Pet Sept 10. Bristol, Sept 25 at 11. Wilkes, Gloucester.
Montagu, Alfred Gordon, Milford Haven, Assistant Paymaster, Royal Navy. Pet Sept 3. Haverfordwest, Sept 26 at 12. Parry, Pembroke Dock.
Morecroft, David, Stockport, Butcher. Pet Sept 11. Manch, Sept 28 at 11. Smith, Stockport.
Morgan, Wm, Birm, General Dealer in Skins. Pet Aug 18 (for pau.) Birm, Sept 28 at 10.
Morris, Jas, Aston, Birm, Builder. Pet Sept 1 (for pau). Warwick, Sept 28 at 10.
Newton, Daniel, Sheffield, Builder. Pet Sept 12. Sheffield, Sept 30 at 10. Fernell, Sheffield.
Phillips, Thos, Blackburn, Victualler. Pet Sept 10. Manch, Oct 1 at 11. Swan, Manch.
Poole, Hy Christopher, Bradford, Commission Agent. Pet Sept 10. Leeds, Sept 25 at 11. Bond & Barwick, Leeds.
Rock, Wm, Abbots Bromley, Stafford, Boot Maker. Pet Sept 9. Uttoxeter, Sept 26 at 2. Palmer, Rugeley.
Rogers, Thos, Botley, Hants, Baker. Pet Sept 11. Portsmouth, Oct 1 at 11. Paffard, Portsea.
Sayh, Jas, Swansea, Victualler. Pet Sept 9. Swansea, Oct 6 at 3. Morris, Swansea.
Shaul, John, Bath, Grocer. Adj Sept 9. Bristol, Sept 25 at 11. Brittan, Bristol.
Shaw, Daniel, Wolstanton, Stafford, Boat Builder. Pet Sept 12. Hanley, Sept 26 at 12. Litchfield, Newcastle-under-Lyme.
Taylor, Edw, Golcar, near Huddersfield, Manufacturer. Pet Sept 14. Leeds, Sept 25 at 11. Bond & Barwick, Leeds.
Taylor, Jas, Bradford, out of business. Pet Sept 11. Bradford, Oct 8 at 10.30. Hutchinson, Bradford.
Waring, Chas Hy, Darran, near Neath, Mining Engineer. Pet Sept 11. Bristol, Sept 25 at 11. Hare & Wadham, Bristol.
Watkins, Walter, Swansea, out of business. Pet Sept 11. Swansea, Oct 6 at 3. Morris, Swansea.
Yardley, John, Bilston, Butcher. Pet. Wolverhampton, Sept 28 at 12. Bailey, Wednesbury.

BANKRUPTCY ANNULLED.

TUESDAY, Sept. 15, 1863.

Altmann, Edw Geo, High-st, Whitechapel, Oilman. Sept 3.
Bernal, Augustus Woodley, Saint James'-pl, Middlx, Gent. Sept 11.

## BANKRUPTCIES IN IRELAND.

Battersby, Anne, & Agnes Rooney, Dublin, Booksellers and Stationers. To surr Sept 29 and Oct 20.
Kearney, John, Londonderry, Corkcutter. To surr Sept 24 and Oct 13.
Pilkington, Henry Foster, Ringville, near Waterford. To surr Sept 29 and Oct 20.
Walsh, John, Cork, Vintner. To surr Sept 24 and Oct 13.